

02531

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note(s) secured hereby. If the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note(s) secured hereby, then this mortgage shall be null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note(s) secured hereby, then at the option of the Mortgagee all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage shall be foreclosed. Should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein (excluding legal proceeding instituted for foreclosure or for the collection of the debt secured hereby) all costs and expenses reasonably incurred by the Mortgagee, and a reasonable attorney's fee shall be secured hereby and shall become due and payable thirty (30) days after demand. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses including reasonable attorney's fees shall be secured hereby, shall become due and payable immediately or on demand, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural and the singular, the use of any gender shall be applicable to all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness our hand(s) and seal(s) this 6th day of February, 1974.

Signed, sealed and delivered in the presence of:

Four lines of signatures with "(Seal)" labels. The signatures are: *Jerry G. Gills*, *Raris L. Gills*, *H. Michael Spivey*, and an illegible signature.



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